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MEMORIAL

OF THE

UNITED

ILLINOIS AND WABASH

LAND COMPANIES,

TO THE

SENATE AND HOUSE OF REPRESENTATIVES

OF THE

UNITED STATES.

BALTIMORE:

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TO THE HONOURABLE

THE SENATE AND HOUSE OF REPRESENTATIVES

OF THE

UNITED STATES OF AMERICA,

IN CONGRESS ASSEMBLED,

THE UNITED

ILLINOIS AND WABASH LAND COMPANIES,

RESPECTFULLY SUBMIT THE FOLLOWING

MEMORIAL.

In the year 1773 William Murray, in conjunction with various other persons as whose agent he acted, as well as on his own account, formed a plan for the purchase of lands from the Illinois Indians; a nation consisting of various tribes, who claimed and possessed a very extensive tract of country, on the Mississippi Ohio and Illinois rivers.

Murray had long been engaged in trade with these Indians, and resided in their country. In the month of June, 1773, he held several public conferences on the subject of the intended purchase, with the several tribes of the Illinois Indians, at the village of Kaskaskias, which was in their county, and had been the principal residence of one of the tribes. It was then a British settlement and military station. At these conferences, which lasted nearly a month, the civil and military officers of the British government, and all the inhabitants of the place, were invited to be present. Many persons of both descriptions did attend. And the Indians were carefully prevented from obtaining any spirituous liquors, during the whole continuance of the negociation.

On the fifth of July, 1773, the bargain was completed, by which these Indians, for a very large and valuable consideration, agreed to sell to Murray and his associates two tracts of land, which are thus bounded. The first begins on the east side of the Mississippi river, at the mouth of "Heron Creek", called by the French "The river of Mary"; being about a league below the mouth of the Kaskaskias river. From thence the line runs "a straight course northward of east, about eight leagues, be it more or less, to the Hilly Plains; thence the same course in a direct line to the Crabtree Plains, seventeen leagues or thereabouts, be it more or less; thence the same course, in a direct line, to a remarkable place known by the name of the Buffaloe Hoofs, seventeen leagues or thereabout, be it

more or leess; thence the same course, in a direct line, to the Salt-lick Creek, about seven leagues, be it more or less; thence crossing the creek, about one league below the ancient Shawnese town, in an easterly or a little to the north of east course, in a direct line to the river Ohio, about four leagues, be it more or less; thence down the river Ohio by its several courses, until it empties into the Mississippi, about thirty-five leagues, be it more or less; and thence up the Mississippi, by its several courses, to the place of beginning, about thirty-three leagues, be it more or less."

The second of these tracts begins also at the Mississippi, on the east side, at a point directly opposite to the mouth of the Missouri. From thence the line runs "up the Mississippi, by its several courses, to the mouth of the Illinois, about six leagues, be it more or less; thence up the Illinois by its several courses, to Chicagou or Garlick Creek, about ninety leagues, be it more or less; thence nearly a northerly course in a direct line, to a certain place remarkable for being the ground on which a battle was fought about forty or fifty years before that time, between the Pewaria and Renard Indians, about fifty leagues, be it more or less; thence by the same course in a direct line, to two remarkable Hills close together, in the middle of a large prairie, about fourteen leagues, be it more or less; thence a north of east course, in a direct line, to a remarkable spring, known by the Indians by the name of the Foggy Spring, about fourteen leagues, be it more or less; thence the same course, in a direct line, to a great Mountain to the northward of the White Buffaloe Plain, about fifteen leagues, be it more or less; and thence nearly a south west course, in a direct line, to the place of beginning, about forty leagues, be it more or less."

The boundaries of the land being thus settled, and the contract fully concluded, Murray, in behalf of himself and his associates, paid the stipulated consideration, and the principal Chiefs of the Illinois nation, in behalf of themselves and of their respective tribes, and with the knowledge and full assent of those tribes, by whose authority they acted, executed and delivered to him and his associates, as tenants in common in fee simple, a deed for these two parcels of land, bearing date on the fifth of July, 1773, and attested by various persons, among whom were the commandant of the British military posts in the Illinois country, and the Indian Interpreters for the British government there. Those Interpreters explained the deed to the Indians, before it was executed; and it was then duly proved and recorded, in the Office of a Notary Public at Kas-

kaskias, which according to the French laws, then permitted by the British government to remain in force in that county, was a public office for the registration of deeds. A copy of the deed marked No. 1, is hereto annexed by your memorialists, who are ready to produce the original whenever it may be deemed necessary. The purchasers under this deed were denominated "THE ILLINOIS LAND COMPANY."

In September 1775, Murray commenced another negociation, with the Piankishaw Indians, on behalf of himself and several other persons associated with him, for the purchase of lands on the Wabash river, then claimed and held by those Indians. In this purchase, in effecting which Louis Viviat one of the associates was employed as an agent, the same precautions were used as in the former. The Chiefs of the various tribes of Piankishaw Indians were convened in public conference, at Post Saint Vincents, or Vincennes, on the Wabash, then under the British government, and a British military post. At these conferences, as at the former, the civil and military officers of the British government, as well as the inhabitants of the place, were invited to attend. The Indians were prevented from obtaining spirituous liquors, while the business was pending. Every thing was conducted openly and fairly. And at length, on the eighteenth of October, 1775, the contract was concluded by which the Indians in question, for a large and valuable consideration, agreed to sell to Viviat Murray and their associates, as tenants in common in fee simple, two tracts of land on the Wabash, which are bounded as follows.

The first begins on the Wabash, at the mouth of a rivulet called "Riviere du Chat," or "Cat river," being about fifty-two leagues above Post Saint Vincent, and thence down the Wabash by its several courses, to a place called "Point Coupee," about twelve leagues above Post Saint Vincent, being forty leagues or thereabouts in length on the Wabash river, from the place of beginning, with forty leagues in width on the east side, and thirty on the west side of that river, to be continued from the place of beginning to Point Coupee aforesaid.

The second tract begins on the Wabash where it receives White river, about twelve leagues below Post Saint Vincent, and runs thence down the Wabash, by its several courses, 'till it empties into the Ohio, being about fifty-three leagues, be it more or less; with forty leagues in width on each side of the Wabash, to be continued from White river aforesaid to the Ohio.

For these two tracts the stipulated consideration was then

paid, and a deed was executed and delivered by the Indians to the purchasers, bearing date on the eighteenth of October, 1775. This deed was publicly interpreted to the Indians before they signed it, by two sworn Interpreters, and was attested by many persons present at the execution, and at the delivery of the consideration which it mentions. It was then recorded in the Office of a Notary Public, there also a public office for the registration of deeds. The purchasers under it were denominated "THE WABASH LAND COMPANY." A copy of it is hereto annext, marked No. 2, and the original is in the possession of your memorialists, ready to be produced whenever required.

The war which soon afterwards broke out between Great Britain and the North American Colonies, and ended in the American Revolution, prevented the purchasers under these two deeds from taking actual possession of their lands, or adopting any measures for making settlements on them. But in the beginning of the year 1780, these purchasers, many of whom were grantees in both deeds, resolved to unite the two Companies in one, under the name of "*The United Illinois and Oubashe (or Wabash) Land Companies*," and to hold the whole lands conveyed by both deeds, as a joint stock or property, according to regulations then established. This resolution was carried into effect, by an instrument of writing bearing date on the 29th of April, 1780.

The rights thus acquired by fair purchases, for valuable consideration, from the original owners of the land, whom no law did or could forbid to sell their property, are now vested in your memorialists, constituting "The United Illinois and Wabash Land Companies;" some of whom claim as original purchasers, and the others by descent devise or conveyance from such as were so. These rights your memorialists, and those under whom they claim, have repeatedly brought before the government of the United States. Their first application was made to Congress under the old Confederation, and was reported on by a committee of that body, in 1781. On this report no further proceedings were had, and the claim rested in that situation, till the dissolution of the old government. In December 1791, your memorialists renewed their application, by a memorial to both Houses of Congress, which was in each house referred to a committee. To these committees your memorialists made a full representation of their claim, with the proofs and facts to support it, and proposed terms of compromise, which the committee of the House of Representatives, by their report, advised Congress to accept. The committee of the Senate on

the 26th of March, 1792, reported differently, and consequently nothing was then done for the relief of your memorialists.

This relief they again sought in 1797, by a memorial to Congress; which was referred in each House to a committee. These committees resolved to adopt the report made by the committee of the Senate, on the 26th of March, 1792.

Having thus again failed in obtaining relief, your memorialists took no further step in the affair, till the year 1804, when a petition was again presented to the House of Representatives on their part, and was referred to a committee; whose report, unfavourable to the claim, was adopted by the House.

And lastly, this claim has been brought before the Commissioners appointed under an act of Congress to investigate claims to land within the district of Vincennes, and to report on them to Congress, through the Treasury Department. These Commissioners reported unfavourably to the claim, but this part of their report has not yet been acted on by Congress.

The reasons on which these successive rejections were founded, are various and in some instances contradictory. But your memorialists believe that they are all reducible to the following points.

1st. That the Indian Tribes in whose names these sales were made, were not in fact the proprietors of the land sold, which is claimed by the six nations and their tributaries.

2nd. That the grantors, or individual Indians who signed and delivered the deeds, do not appear to be duly authorised by their respective nations; who in their subsequent treaties with the United States, have never acknowledged these sales.

3rd. That the purchases in question were made from the Indians by private individuals, without any public treaty, or other act of notoriety; without any public authority or previous liberty from the government, or its subsequent confirmation; and therefore contrary to the common and known usage in such cases, and to the express prohibitions contained in the British King's proclamation of October 7th, 1763.

4th. That one of the deeds contains merely a number of lines, without including any land whatsoever.

5th. That the purchase of 1775, on the Wabash, was made since the revolution, while Congress had an agent for Indian affairs residing at Fort Pitt, who received no notice of this purchase.

6th. That the lands comprehended in these deeds have been ceeded by the Indian tribes to the United States, who have paid an adequate compensation for them.

And lastly, That the proceeds of all sales of lands in the

Western Country, " belonging to the United States," are appropriated towards the discharge of the public debt.

These objections your memorialists now proceed to answer, and as they confidently hope to remove, in the order in which they are here stated.

FIRST OBJECTION.

That the Indian tribes in whose names these sales were made, were not in fact the owners of the land sold; which was claimed by the six nations and their tributaries.

This objection is set up in the report made by a committee of the old Congress, in 1781.

It might be a sufficient answer to it to say, that the United States have since acknowledged the title of these Indians, by purchasing from them at two several times, large portions of the land in question.

The first of these purchases was made by a treaty concluded at Vincennes on the 13th of August, 1803, from the Kaskaskias Indians, stating themselves to be all that remained of the various tribes of Illinois Indians, united into one tribe, and long known by the name of Kaskaskias; and it includes the whole of the tract first described in the deed of July 5th, 1773, from those Indians to your memorialists, with a large part of the second tract. This treaty is found in the seventh volume of the Acts of Congress, page 205. A comparison of it with the last mentioned deed to your memorialists will shew, that the tribes making the grants, and the land granted, are the same.

The second purchase was made from the Piankishaw Indians, by a treaty concluded with them at Vincennes, on the 30th of December 1805. This purchase includes a large part of the second tract granted by the same Indians, the Piankishaws, to your memorialists, by the deed of October 18th, 1775.

The treaty is contained in the 8th volume of the Acts of Congress, page 339. It will appear on a comparison of this treaty with the deed, that the lands granted are the same, and that the grants are made by the same tribe of Indians.

A still more solemn though less direct recognition of this right, had previously been made by the United States, in the treaty of Greenville, concluded with the north western Indians, on the 3d of August, 1795.

This treaty is found in the second volume of the Acts of Congress, page 449. The United States claimed the lands north west of the Ohio, as having been ceeded to the British Crown by the six nations, and by the British Crown to the

United States, by the treaty of peace. The north western Indians resisted the claim, and from this dispute arose the bloody contest which after various turns of fortune, was terminated at ths rapids of the Miami, and by the treaty of Greenville. By this treaty the United States relinquished forever their claim, with some small and particular exceptions, to all the lands north and west of the boundary line then established, which runs a little to the west of the Great Miami, and very far to the east of the lands claimed by your memorialists. The above mentioned exceptions, and all the lands to the south and east of that line, they purchased from the Indians, for a sum in hand of Twenty Thousand Dollars, and a perpetual annuity of Nine Thousand Five Hundred Dollars.

Among the Indians to whom that relinquishment was made, the Kaskaskias, including all the tribes of the ancient Illinois, and the Piankishaws are particularly named. They also received a proportionable part of the sum paid for the lands reserved, a part of which lay within their particular territories.

Your memorialists presume to expect, that after these solemn and repeated recognitions by the United States, of the title of these Indians to the lands in question, the objection now under consideration will not be again repeated. But they do not rely on these recognitions alone. On the contrary they are prepared to shew, by the most undoubted and unequivocal testimony, whenever it shall be necessary, that no Indians except those under whom they claim, ever possessed or were supposed to be entitled to the lands in question. As to the six nations it will be clearly proved, that neither they nor their tributaries or allies ever claimed any lands whatever, to the westward of a line to be drawn "up the Ohio, from the mouth of the Cherokee or Tennessee river, to the movth of the Great Miami, and from thence up the Great Miami to its source." The lands claimed by your memorialists lie far to the west of this line.

But although your memorialists do not deem it necessary now to enter at large into the proofs of this fact, which are to be found in the history of Indian transactions, from the first settlement of North America up to the American Revolution, and in all the geographical accounts of the country, especially that published by captain Hutchins to explain his map; they will nevertheless present one document of a nature so conclusive, as to remove all doubt could any exist. It is a deposition of colonel George Croghan, for more than thirty pears deputy superintendant of Indian affairs, made in the year 1781, near the close of his life. This deposition is in these words—

"George Croghan, Esq. being duly sworn on the holy evan-

gelists of Almighty God, doth depose and say, that the six nations claim by right of conquest, all the lands on the south-east side of the river Ohio, down to the Cherokee river, and on the west side of the Ohio down to the Big Miami river, (otherwise called Stony river) and that the six nations never had a claim of any kind, or made any claim, to lands below the Big Miamis or Stony river, on the west side of the Ohio: but that the lands on the west side of the Ohio, below Stony river, were always supposed to belong to the Indians of the Western Confederacy. That the deponent has for thirty years been intimately acquainted with the above country, and the Indians, *and their different claims to territory;* and never heard the six nations claim, *and knows that they never did claim*, beyond the above description; nor did they ever dispute the claim of the Western Confederacy. And further saith not."

To thisyour memorialists will add the description given by the six nations themselves of their boundaries, at the treaty of fort Sanwicks, in November, 1768. It is contained in their final deed of cession to the king of Great Britain, dated November 5th, 1768,and is in these words—

"We begin on the Ohio, at the mouth of the Cherokee river, which is our just right. And from thence we go up, *on the south side of the Ohio*, to Kittaning above Fort Pitt. From thence in a direct line to the nearest fork of the Susquehanna." Thence (by various natural boundaries and courses described in the deed) to the mouth of Canada creek, where it empties itself into Wood creek, at the end of the long carrying place beyond fort Stanwicks."

After this testimony of the best informed witness that ever lived; of the six nations themselves; of the British Government, who were parties to the deed, and under whom the United States claim; and of the United States in their recent purchases already mentioned; your memorialists presume that no more will be said of the claim of the six nations to these lands. They therefore proceed to the

SECOND OBJECTION.

That the grantors, or individual Indians who signed and delivered these deeds, do not appear to have been duly authorised to make the sales, by their respective nations; who, in their subsequent treaties with the United States, have never acknowledged these sales.

This objection is contained in the report of a committee of the

House of Representatives, in 1804. It divides itself into two branches, which will be seperately considered.

1. The want of previous authority
2. The want of subsequent acknowledgement.

As to the previous authority, it may be observed in the first place, that there exists the same proof of it in this case, as in all other cases of purchase from the Indians, under either the British or American Governments, by the public or individuals. The Indians who sign the deeds, are declared in the instruments to act by the authority of their respective nations or tribes. This authority is further attested, by the publicity of the act itself, and by the presence and acquiescence of many other individuals of the several tribes, who would undoubtedly oppose the act, if not done by proper authority. In the same manner have all treaties and contracts with Indians been made. A few of the chief men act on the part of the tribe, claiming to be duly authorised. The transaction is public and many other individuals of the tribe attend, who by their assent attest the authority. Finally when the purchase money is paid, each individual of the tribe then present receives his share; and the shares of those who are absent are afterwards delivered to them. Their future silence attests the delivery, and their assent to the sale; for otherwise they would not fail speedily to complain.

This being the usual and indeed the sole manner of making purchases from the Indians, and of attesting the authority of the immediate sellers, or rather agents, your memorialists may safely challenge those who object to their title on this ground, to produce an instance in which all these formalities have been more strictly fulfilled, or all the requisites of a fair purchase more fully complied with. The conferences were held in the midst of the Indian country, and in the near neighbourhood of their princpal settlements. These conferences continued a month. The utmost publicity attended the transaction. Numbers of the Indians, besides those who signed the deeds, were present. All were prevented from the use of spiritous liquors. The price agreed on was very large, in comparison with what is usually or perhaps ever paid for Indian lands. It was paid on the spot, and distributed to the individuals of the several tribes as far as they were present. And no complaint has since been heard, that the sale was made without authority, or that any part of the purchase money remained unpaid.

It is to be remarked in the second place, that considering the state of society among the Indians, and the nature of their customs and institutions, it is impossible for au authority to do any act on behalf of a tribe, to be attested in any other man-

ner. It will not as your memorialists apprehend be expected, that in such case a formal power of attorney, or a written commission, shall be produced: and short of these it is not perceived how an authority can be better attested.

On the second branch of this objection, the want of subsequent acknowledgement of these sales, by the Indians who made them, in their negociations since held with the United States; your memorialists will observe in the first place, that as they were not parties to those negociations, and as their rights, though long before brought into the view of the United States, and fully understood by the government at the time of those negociations, were not represented or mentioned; they could not upon any principles of law or justice, be prejudiced by the silence of the Indians, under such circumstances, or even by their express disavowal of the sales, had they made one in the most formal manner. Such silence can only be considered as presumptive evidence that no sales were made; and your honourable body need not to be told, that such evidence cannot avail against the positive proof of the fact.

This sale, your memorialists humbly conceive, must be considered, in this respect at least, in the same manner with all other sales. And they are yet to learn that the declarations of a seller, much less his silence, while he is selling the property a second time, can affect the rights of the first purchaser.

But they contend that a very strong, though not an express, acknowledgement by the Indians of these purchases, is to be found in the price at which they made the subsequent sales to the United States. These sales include about one half of the land sold to your memorialists, for which they paid more than thirty years ago, when the country was a wilderness for many hundred miles around, the sum of fifty thousand dollars at least, on a fair valuation of the goods enumerated in the deeds, and actually delivered to the Indians. By recurring to the two treaties mentioned above (August 13th, 1803, 7 laws 205. and December 13th, 1805. 8 laws 339) it will be found, that for about one half of the same quantity of land, in the present advanced state of that country, which has increased the value of lands at least ten fold beyond what it was in 1775, the United States have paid the following sums. To the Kaskaskias, an addition to their former annuity, so as to increase it to one thousand dollars; a house for the Chief, and the enclosing of a field of one hundred acres, both of which might perhaps cost five hundred dollars; one hundred dollars a year for seven years, as a salary for a priest; three hundred dollars towards the erection of a church; and a gross sum of five hundred and eighty dollars. The for-

mer annuity being five hundred dollars, as settled by the treaty of Greenville, the increase of five hundred dollars makes a capital of eight thousand three hundred dollars. The different sums to be paid amount to two thousand dollars more; making in the whole ten thousand three hundred dollars to the Kaskaskias, who made by far the largest cession. The payment to the Piankishaws was an annuity of three hundred dollars, representing a capital of five thousand, and a sum in hand of one thousand one hundred. Thus the whole purchase money accepted by those Indians from the United States, for more than one half of the land formerly sold to your memorialists, amounted to sixteen thousand five hundred dollars; about in the proportion of one half of what your memorialists paid thirty years ago, for the same quantity of the same land.

And this price, compared with that which the United States have paid for other lands, purchased from the Indians under less favourable circumstances, appears still more inadequate.

The tract of land relinquished by the north western Indians, to the United States, by the treaty of Greenville, in the year 1795, is not more extensive than those purchased from the Kaskaskias and Piankishaws, in 1803 and 1805.

For the latter a value equal to sixteen thousand five hundred dollars was paid. A great part of the Greenville purchase was, at the time of making it, moreremote from the white settlements, than the land purchased from the Piankishaws and Kaskaskias were in 1803 and 5. In point of contiguity to navigable water there is no comparison. The lands purchased from the Kaskaskias form a triangle, which is bounded on two sides by the Mississippi and Ohio. Those purchased from the Piankishaws lie on the Wabash, not far above its mouth. Those on the contrary relinquished by the treaty of Greenville, though washed on one side by the Ohio much higher up its stream, are for by far the greatest part very remote from that or any other navigable water.

And lastly, the United States had a well founded claim to those last mentioned lands, bottomed on the cessions made by the six nations to the British Government; and in support of that claim had maintained a war, in which they had recently been completely victorious.

And yet for this relinquishment, under all those circumstances unfavourable to the value of the lands, and to the right of the Indians, the United States agreed, by the treaty of Greenville, in August, 1795, to pay twenty thousand dollars in hand, and a perpetual annuity of nine thousand five hundred dollars; which represents a capital of one hundred and fifty eight thou-

sand three hundred dollars.—Add to this the twenty thousand dollars paid down, and it gives the sum of one hundred and seventy eight thousand three hundred dollars, as the price of the Greenville purchase. In addititon to which the United States relinquisheed their claim to the lands beyond the boundary then established, with some inconsiderable exceptions—.

And yet eight or ten years afterwards, in 1803 and 1805, when the population of the country and consequently the value of lands had very much encreased, they obtain from the Piankishaws and Kaskaskias, for the trivial sum of sixteen thousand five hunderd dollars, a part of the land thus relinquished by them to those tribles, equal in extent, equal or superior in quality, and greately superior in situation, to the Greenville cession ; for which, under circumstances so much more favourable to the purchase, they had paid more than ten times as much.

The same observations apply to the purchase made at Detroit, on the 17th November, 1807 (acts of Congress, vol. 9. P. 166). The quality of land purchased was less than one half of that obtained from the Kaskaskias and Piankishaws, as may be seen by tracting the lines of all the cessions on the map. For this Detroit purchase, so much more remote from settlements and navigable water, and only half as large, the United States paid ten thousand dollars in hand, and an annuity of two thousand four hundred. Which represents a capital of forty thousand dollars, making in the whole fifty thousand dollars : Nearly four times as much as they paid to the Kaskaskias and Piankishaws, for double the quantity of land, better situated and in every respect more valuable.—

This great inadequacy of price, your memorialists contend, must be considered as evidence, that the Indians who consented to it remembered the sales made to your memorialists, were conscious of their fairness and validity, and consequently regarded themselves as selling nothing more to the United States, than a quit claim to lands before sold.—

With these remarks your memorialists dismiss the second objection, and proceed to the third.

THIRD OBJECTION.

" That the purchases in question were made from the Indians by private individuals, without any public treaty, or other act of notoriety ; without any public authority or previous licence from the Government, or its subsequent confirmation ; and therefore contrary to the common and known usage established in such cases, and to the express prohibition contained in the British King's proclamation of October 7th, 1763."—

This objection was first brought into view, though very imperfectly, by the report of the Committee of Congress in 1781. It remained unnoticed in all the subsequent reports on this subject, till it was brought forward in that of the Vincennes Commissioners.

That these purchases were made from the Indians, by private individuals, without any public authority or previous licence from the Government, or its subsequent confirmation, is a fact which your memorialists admit, and the legal consequences of which will be presently considered. But it is not a fact that they were made without any public treaty, or other act of notoriety. On the contrary no conferences with Indians were ever more public or more notorious. The conferences were held at British military posts, in the view and presence of the British military and civil officers. They lasted a month each time. All the Indians, as well as the white settlers, were invited to attend. Great numbers of each description did attend—and finally the treaties, after having been interpreted to the Indians by sworn interpreters of the British government, were attested by its civil and military officers.

Your memorialists do not perceive in what manner, such transactions could have been rendered more public or notorious.

The objection to the legal validity of these purchases on, account of their having been made without the previous authority of the Government, and not having received its subsequent confirmation, rests on one two grounds.

1st. That the Indians in North America were divested of their right to sell their lands, by the acts of the British Government, in establishing colonies whose nominal limits included those lands; or

2nd. That the British King had authority to restrain the Indians, by proclamation, from exercising the right of sale, in favour of British subjects.

Your memorialists confidently expect to shew, that both these grounds are utterly untenable.

The first question which they are to discuss is, whether the Indians in North America were divested of their right to sell their lands, by the acts of the British crown, in establishing colonies whose nominal limits included those lands.

Your memorialists say "nominal limits," because as to lands *actually occupied* by British subjects, or included within the bounds of their *actual settlements*, the question, could it at this day arise, might depend on different principles. But the present question is, whether the British Government, by establish-

ing a colony of a few thousand or a few hundred persons, on the Atlantic coast of North America, and describing its limits in a charter or a commission to its Governors, so as to extend from the Atlantic to the South sea, and to include the territories and habitations of many independent states, over whom it neither could exercise or did claim any jurisdiction right or power whatever, did or could divest those states of their property in the soil, which they had held as sovereigns and proprietors from time immemorial, or of the right of alienation, which is one of the inherent and essential ingredients of property.

Surely to state so extravagant a proposition is to refute it.—And yet it is for this proposition, in all its extent, that they who oppose the claim of your memorialists do and must contend.

But certain it is that the British Government never set up such a claim. It incorporated companies, indeed, for the settlement of colonies in America, and gave them charters describing the limits within which they might make settlements.

After settlements were made it established Governments, and prescribed their limits by its charters or commissions. But these acts were considered merely as conferring powers of government, over colonies composed of British subjects, and as defining the limits within which those powers might be exercised, when settlements should be made. It never entered into the head of any man in England, that the Indians included within the limits of those grants became British subjects, were deprived of their property in the soil, or in any manner restricted in its use or disposition. On the contrary the British Government, and the Governments and people of the colonies thus established, always considered and treated these Indians as independent nations, and absolute owners of the land; from whom individuals or colonies might purchase, and did purchase, as convenience or inclination happened to direct.

This appears from the whole history of the New England establishments; of which more authentic and particular accounts exist than of any others, and from which your memorialists will select two very noted and remarkable instances, by way of illustration.

The first is the Indian Deed in New Hampshire, to Wheelwright and others.

James I. on the 3d of November, 1620, granted to the Council of Plymouth, all the country from the Atlantic to the South Sea, and from the fortieth to the forty-eighth degree of north latitude. This Charter included all the country which now composes the New England states, and much more.

On the 10th of August, 1622, the Council of Plymouth granted to Mason and Gorges all the country lying between the rivers Merrimack and Sagadahock, and extending back to the great Lakes, and the river of Canada. This grant included the greater part of New Hampshire and Vermont, besides a considerable portion of the District of Maine.

On the 17th of May, 1629, John Whelewright and others, without any permission from any person whatever, purchased from the Pisquataqua Indians, by deed, the lands between the Merrimack and Pisquataqua rivers, extending back to lines drawn in various directions, from Pantucket falls in the Merrimack, to Newishwannock falls in the Pisquataqua. The whole of the land lay within the grant from the Plymouth Company to Mason and Gorges.

On the 7th of November, 1629, Mason alone obtained from the Plymouth Company a new grant, of the country lying between the Merrimack and Pisquataqua, and lines drawn west from the head of Merrimack, and north-west from the head of Pisquataqua, sixty miles. This grant included all the land purchased by Whelewright and others from the Indians.

Mason was a man of fortune and influence in England, as well as in the Colony. He possessed great energy enterprize and activity of character—and he and his descendants and representatives were constantly engaged, from the year 1629 till the American revolution in 1775, more than one hundred and fifty years, in efforts to recover those lands under his grant from the Plymouth Company. But all these efforts were unavailing. The lands continued to be held, and are at this day held, under the Indian Deed, in opposition to the preemptive right of soil claimed under the Crown of Great Britain, thro' its Charter to the Council of Plymouth. Since the revolution a quit claim, for the purpose of putting an end to a troublesome dispute, has been obtained, for some trifling or nominal consideration, from the persons who had purchased the claim.*

The other case is that of Major Mason's purchase, within the limits of Connecticut, from the Moheagan Indians.

The country which now composes the state of Connecticut, was also included within the Charter of James I. to the Council of Plymouth. On the 17th of March, 1631, it was granted by the Company to Lord Say and Seale Lord Brooke and others; who in their turn made grants to persons inclined to undertake settlements.

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* See Belknap's History of New-Hampshire, vol. 1st. pages 4, 8, 11, 13 et passim.

But these persons never supposed themselves to have any right till they had purchased from the Indians. Such purchases were sometimes made by the colonies, to whom the patents had been granted, and very often by individuals, on their own account, who had obtained no patents.

A large portion of the lands belonged to the Moheagen Indians; whose chief Uncas, on the first of September, 1640, made a deed to the Colony, of all his lands situated within its limits, reserving parts for himself and his nation, among which was the land now composing the Township of Norwick.

In June 1659, Uncas and his two sons sold and conveyed by a formal deed this township, a tract of country about nine miles square, to Thomas Leffingwell, Major Mason and others; who do not appear to have asked or had any permission from any person whatever, to make this purchase, under which the lands have ever since been held.

There can be no doubt that in the history of the other New England states, and of New York and New Jersey, many similar instances might be found. But these suffice to shew that the Indians were never considered as being restrained from the power of selling, or individuals from the power of buying from them, by the royal grants merely, unaccompanied by any treaty or compact with the Indians themselves, transferring their rights to the Government of Great Britain.

As to a very large part of New York, almost the whole of Pennsylvania, all the western part of Tennesse, and all the country north west of the Ohio, as low down as the great Miami, the British Government claimed the right of preemption in the soil, as well as of jurisdiction, under a cession made by the six nations, the acknowledged proprietors of all that country, at Albany in the year 1679. Their deed of cession was made to Governor Dungan of New York, in trust for the Crown, and is now of record in Albany. They confirmed it four years afterwards, September 26, 1683—at another treaty held in Albany, at which the agents of William Penn attended. Penn had obtained the grant of his province from the Crown, on the 4th day of March, A. D. 1681, previously to this final cession by the Indians of the preemptive right to their lands. Part of those lands lay within his province. The preemptive right to that part he wished to obtain from the Indians; and for that purpose sent agents to the treaty held at Albany in September 1683. But the Indians having considered his proposal, refused to acceed to it; alledging that they had before sold the right to the Crown. Penn therefore, to secure this preemptive right,

was compelled to obtain a deed of conveyance from Governor Dungan, which was executed at London, no doubt with the assent of the King, in January 1696.

There cannot be a clearer proof that the Crown did not claim this preemptive right, independently of any cession by the Indians. Otherwise, as the Crown had granted these lands to Penn, before the final cession at Albany in 1683 the right would have passed to him by the grant, and he need not afterwards have applied for it to the Indians, or Governor Dungan.

On this cession by the six nations, in 1679, 1683, is founded the right claimed by Virginia under the British Crown, and by the United States under Virginia, to the country North West of the Ohio.

The claim was disputed by the North Western Indians, and gave rise to the war with them, which after the bloody and decisive victory of August 20, 1794, near the Miami of the lake, was terminated by the treaty of Greenville in August 1795.

But this claim never extended to the lands purchased by your memorialists, from the Illinois and Piankishaw Indians, who until the year 1763, were so far from owing any allegiance to the Crown of Great Britain, or acknowledging any dependance on it or connection with it, that they were in a state of war against it, and the six nations its allies.—They were the allies of France in the war of 1756, which arose out of disputes about boundaries in America, and was terminated by the treaty of Paris in 1763.

In the conferences and negociations which preceded that war, it was acknowledged by both the contending powers, France and Great Britain, "that there were intermediate nations between Canada and Louisiana, and between Virginia and Louisiana, (that is between the territories claimed by the two powers) who were independent of the sovereignty of both Crowns, and to be considered as a barrier between them."

These "intermediate nations" were the North Western Indians, of whom the Illinois and Piankishaw made apart; and whose complete independence was thus formally acknowledged by both crowns.

The treaty of Paris settled what should ever afterwards be the line of division between the two powers; not for the purpose of appropriating to themselves, and dividing between them the country of these Independent nations, which they neither had or pretended t o have a right to do, but merely for that of designating the limits, within which each should in future be permitted by the other to form colonies, under its own laws and Govern-

ment, with the consent of the Indians, whenever it could be obtained.

The treaty did not operate, and was not intended to operate, as a mutual cession of territory; but as a covenant, by which each party was restrained from attempting to acquire territory from the Indians, beyond certain limits. So far, and so far only, as territory had been already obtained beyond these limits, as in the cases of military posts and actual settlements, it operated as a mutual cession.—This treaty then left the Indians as it found them, independent nations, and absolute proprietors of the soil; with full and complete powers of alienation.

Of this power of alienation they might divest themselves, as the six nations had done, by a treaty or a sale; but until they did so divest themselves it remained in them, as an inherent and essential part of the right of property, and of the attributes sovereignty.

That they were viewed in this light by the British Government, and had made no such cession or treaty, is proved by the proclamation of October 7th, 1763, in which the British King declared that although they "lived under his protection, their territory was their own; having never been ceded to or purchased by him."

How indeed, your memorialists would ask, could it have ceased to be their own? not by conquest; for Great Britain never did conquer them or their country. She gained indeed such general advantages in the war against France, whose allies these Indians were, as induced that power to yield to the adjustment of limits in America which she had claimed; but she never over ran this country in the course of the war, or obtained possession of any posts or settlements in it, till the peace. Not by the cession of France: for France was not, and did not pretend to be, the sovereign of this country. The Indians to whom it belonged were not her subjects, but her allies; and were acknowledged and treated by her as independent States. She held, by previous cessions from them, some military posts and trading stations in their country. These she could cede and did cede to Great Britain. But as to the country itself she neither had nor claimed a right to cede it. She merely agreed to withdraw from it, as far as a certain line established by the treaty; and not in future to attempt settlements or establishments in it, beyond that line: but this withdrawal and agreement could not transfer a right which she did not possess. That she possessed no right to the country, and claimed none further than related to her posts and stations, held under cessions

from the Indians, is abundantly manifest from all her acts and declarations, and from the nature of her connexion with these Indians.

But if France had been the sovereign of this country, and had as such ceded it to Great Britain, this cession would have transferred merely the jurisdiction and powers of Government, and not the right of property in the soil. This right is a private right, and is never affected by the cession of a country, from one sovereign to another. The Indians, if they were not sovereigns of the country, but subjects of France, were certainly proprietors of the soil, and as such were invested with all the rights incident to property; of which the right to sell is one. This right and power to sell therefore, as it existed under the French Government, before the cession, was not and could not be affected by the cession; but still remained in the Indians, the original proprietors.

Whether therefore these Indians are considered as sovereign States in alliance with France, or as the subjects of that power, their right of property in the soil, and their power of allienation as an inseparable ingredient of that right, remained equally unaffected by the cession from France to Great Britain. As little could this right be affected by conquest, admitting them to have been conquered by Great Britain. It is a well known and undeniable principle, that the conquest of a country does not deprive the individual owners of the soil of their rights of property. It merely affects the sovereignty and powers of Government. The new sovereign may, if he please, confiscate the property of his new subjects; but this is an exercise of the powers of legislation and government which he has acquired by his conquest, not a direct or immediate effect of the conquest itself. If therefore these Indians be considered as having been conquered by Great Britain, either in the war of 1756 or at any former period, still they continued to be the owners and proprietors of the land. They became by the conquest the subjects of the British Crown, but did not lose their rights of private property. Nor could they be divested of these rights, except by an act of the Supreme legislative authority.

This authority, according to the British Constitution, to the protection of which they were in that case entitled, resided not in the King, but in Parliament. No act of Parliament having passed on this subject, it follows undeniably that the rights of private property, and among them the ownership of the land, and the right to sell it, which were vested in the Indians before

the conquest, admitting a conquest to have been made, still continued in them.

If after the conquest their country was included within the limits of any colony, they might by this inclusion become members of the colony, or its subjects; but could not be deprived of their rights of private property.

Your memorialists therefore trust that on this first branch of the objection, viz. "that the Indians in North America were divested of their right to sell their lands by the acts of the British Government, in establishing colonies whose nominal limits included those lands," no doubt can remain.

It is manifest, as your memorialists conceive, that such limits can be regarded by no person, and never were regarded by the British Government, or by the people of the colonies, in any other light, than as mere designations of the extent to which settlements might be made under each colony, when the land could be purchased from the Indians; and of the Government to which such settlements when made should belong; the Indians being in the mean time the sovereigns of the country, and the absolute proprietors of the soil. This brings your memorialists to the second branch of the objection which they now proceed to consider, viz. "that the British King had a right to restrain the Indians by proclamation, from exercising the right of sale in favour of British subjects.

Or in other words that the British King, without the authority of Parliament, or any act of the legislature, had the power, under the English constitution, of restraining British subjects, by proclamation, from purchasing from those who had a right to sell.

It might be expected that they who contend for such a proposition would support it by some authority; but your memorialists will waive this advantage, and proceed to shew that the proposition is wholly unfounded. It embraces two questions, which shall be separately considered:

1st Whether the king of England possessed such a power to restrain the Indians from selling?

2nd Whether he possessed such a power to restrain British subjects from buying?

As to the first, it has already been shewn, conclusively, that the Indians were not British subjects, but independent nations; and consequently that no acts of the British Government, however clearly within its constitutional powers, could affect them. But admit them to be British subjects; they were still the owners of the land, and had all the rights of British subjects. One

of these rights was the right of sale, unless restrained not by a proclamation but by law. That the proclamations of the British King, in matters of property, cannot have the force of laws, is a proposition which none will deny or doubt; and however competent it might have been to the British Parliament, in the exercise of its supreme Legislative powers, to enact that certain persons, subjects of the British Government, should be restrained from selling their lands, except on certain conditions, it is very clear that the King alone had no such power; and that any attempt to exercise such a power was absolutely void. What would be thought in England of a proclamation forbidding British land-holders, or any class or description of them, to sell their estates? In what manner would such an act be viewed, by the Courts in Westminster Hall?

The same observations apply to the second question, relative to the power of restraining by proclamation British subjects from purchasing land.

As the territory within which these lands were situated was acknowledged by the British Government, through the King, its constitutional organ for making such acknowledgments, to be an independent territory, over which that Government neither exercised nor claimed any jurisdiction; it may well be doubted whether an act of Parliament could produce the effect contended for. It certainly is not easy to imagine how the legislative or other acts of a Government, can operate in a foreign territory. But admitting that in this case an act of Parliament might produce such an effect, it is an effect to be produced by a law, and not by a proclamation, which was not a law, in England or her Colonies then, more than it now is in the United States. To restrain British subjects from the exercise of so dear and natural a right, as that of making purchases, is surely an effect to which by the British Constitution, the power of Parliament is alone competent. What, let it again be asked, would be thought in England or in Jamaica, of a proclamation forbidding all persons, or a particular class of persons, from making purchases of land?

That the proclamation of October 7th, 1763, did produce and could produce no such effect, is further manifest from an opinion given officially to the King, nine years after its date, by three of the greatest lawyers that England ever produced, Prat Yorke and Dunning, who were then the Crown Lawyers, and two of whom, York and Prat, afterwards the famous Lord Camden, became Lord Chancellors of England. Being consulted by the King in Council, in the year 1772, as to the

legal effects of Indian Grants and Royal Patents, they gave the following answer, on the 1st of August, 1772.

" In respect to such places as have been or shall be acquired by treaty or grant from any of the Indian Princes or Governments, your Majesty's letters patent are not necessary, the property of the soil vesting in the grantee by the Indian Grants, subject only to your Majesty's right of sovereignty over the settlements as English settlements, and over the inhabitants as English subjects; who carry with them your Majesty's Laws wherever they form Colonies and receive your Majesty's protection, by virtue of your Royal Charters."

This opinion not only supports the validity of Indian sales to individuals, made after the proclamation; but shews the true use and operation of the Royal Charters: which was not to transfer the right of soil, or even the preemptive right; but to establish Governments, and extend to the settlements the privileges of British subjects, and the protection of the British Crown—It clearly proves that the proclamation of October 7th, 1763, was not considered in England as restraining the power of the Indians to sell, or the right of British subjects to buy.

That it was viewed in the same light in America, both by private persons and by those holding the highest offices under the British Government, is perfectly manifest. Among the grantees in the deeds under which your memorialists claim, are found the names of some of the most eminent lawyers of that day, both in Pennsylvania and Maryland, of some of the best informed merchants in both places, and of the Earl of Dunmore then Governor of Virginia. These men cannot be supposed to have been ignorant of what was the law and practice of the British Government, on a subject of so much importance, where they were about to expend such large sums of money. Still less can it be supposed that they would knowingly violate the rules prescribed on such a subject, by a Government whose displeasure would have produced effects so serious to some of them: and when they were sanctioned in their proceedings by such an opinion as your memorialists have cited, surely they cannot now be considered as having acted illegally.

Your memorialists on these grounds humbly trust, that they have destroyed the second branch of the objection, as well as the first, and have proved " that the British King had no authority to restrain the Indians by proclamation, from exercising the right of sale, in favour of British subjects." Hence it results that the third objection to the claim of your memorialists, founded on the proclamation of October 7th, 1763, must fall to the ground.

They further take the liberty to suggest, on this head, that it may well be doubted whether the British King intended by this proclamation, to forbid purchases *from the Indians* by individuals. An intent so clearly repugnant to the first principles of the British Constitution, ought to be very clearly made out, before it is admitted.

The parts of the proclamation which relate to this subject are in the following words.

1st. " And whereas it is just and reasonable and essential to our interest, and the security of our Colonies, that the several nations or tribes of Indians, with whom we are connected, and who live under our protection should not be molested or disturbed, in the possession of such parts of our dominions and territories as not having been ceded to or purchased by us, are reserved to them or any of them as their hunting grounds; we do therefore, with the advice of our privy council, declare it to be our royal will and pleasure, that no Governor or Commander in Chief, in any of our colonies of Quebec, East Florida or West Florida, do presume, upon any pretence whatever, to grant warrants of survey or patents, for lands beyond the bounds of their respective Governments, as described by their Commissions: as also that no Governor or Commander in Chief, of our other colonies or plantations in America do presume, for the present, and until our further pleasure shall be known, to make grants, warrants of survey, or pass patents for any lands beyond the heads or sources of any of the rivers which fall into the Atlantic Ocean from the west or north-west; or upon any lands whatever, which not having been ceded to, or purchased by us as aforesaid, are reserved to the said Indians or any of them.

2nd. " And we do further declare it to be our royal will and pleasure, for the present as aforesaid, to reserve under our sovereignty, protection, and dominion, for the use of the said Indians, all the lands and territories not included within the limits of our said three new Governments, nor within the limits of the territory granted to the Hudson's Bay Company, as also all the lands and territories lying to the westward of the sources of the rivers, which fall into the sea from the west and north-west as aforesaid; and we do hereby strictly forbid on pain of our displeasure, all our loving subjects from making any purchases or settlements whatever, or taking possession of any of the lands above reserved, without our special leave and licence for that purpose first obtained.

3rd. " And we do further strictly enjoin and require all persons whatever, who have either wilfully or inadvertently seated themselves, upon any lands within the territories above de-

scribed, or upon any other lands which, not having been ceded to or purchased by us, are still reserved to the said Indians, as aforesaid, forthwith to remove themselves from such settlements.

4th. " And whereas great frauds and abuses have been committed, in the purchasing land *of the Indians*, to the great prejudice of our interest and to the great dissatisfaction of the said Indians; in order therefore to prevent such interruption for the future, and to the end that the Indians may be convinced of our justice, and determined resolution to remove all reasonable cause of discontent, we do with the advice of our privy Council strictly enjoin and require that no private person do presume to make any purchase from the said Indians, of any lands reserved to the said Indians within those parts of our colonies, where we have thought proper to allow settlements; but that if at any time, any of the said Indians should be inclined to dispose of the said lands, the same shall be purchased only for us, in our name, at some public meeting or assembly of the said Indians, to be held for that purpose, by the Governor or Commander in Chief of our colony respectively within which they lie."* The prohibition in question is supposed to be contained in the second of the clauses here cited, and in this part of it; " and we do hereby strictly forbid, on pain of our displeasure, all our loving subjects from making any purchases or settlements whatever, or taking possession of any of the lands above reserved, without our special licence, for that purpose first obtained."

The words undoubtedly contain a prohibition to make purchases; but the question is whether that prohibition extends to purchases from the *Indians;* or is confined to purchases from the King's Governors ? He has in the next preceding clause forbidden his Governors, " for the present," to grant warrants of survey or pass patents for lands situated as these were. This he clearly had a right to do; because those Governors were his own officers, deriving their whole authority from him; which authority he might therefore limit at his pleasure. It may well be supposed that in order to render the prohibition more complete and effectual, he went on in the next clause, and forbid all his subjects under pain of his displeasure, to buy from those officers, not only by warrants of survey or patents, but in any manner whatever.

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* See the proclamation at large in Marshal's History of Washington, vol. 5, Appendix—And in Chalmer's collection of State Papers respecting the Colonies.

This construction would satisfy the words of the proclamation, and would reconcile it with the constitutional powers of the King. And it is very much strengthened by the fifth clause; the object of which was to regulate purchases from the Indians, and to prohibit them unless made in the mode prescribed. The purchases "from the Indians," are expressly mentioned. But that clause, does not extend to the lands now in question; which lay, "to the westward of the sources of the rivers falling into the Atlantic from the west and north-west" and not "within those parts of the colonies where settlements were allowed."

It being therefore at least doubtful, whether this proclamation was intended to prohibit such purchases from the Indians as those made by your memorialists; and a plain and clear intent being necessary, to establish a construction contrary to the principles of the British Constitution; your memorialists humbly insist that on this ground also the objection founded on this proclamation ought to be disregarded. They now proceed to the

FOURTH OBJECTION.

That one of the deeds from the Indians to them, contains only a number of lines, without comprehending any land whatever. This objection is contained in the report of the Committee of Congress in the year 1781.

It applies to the second tract described in the deed of 1773, from the Illinois Indians; which begins at the mouth of the Illinois river.

On this objection your memorialists would observe in the first place, that whatever may be its validity, it cannot affect their right to the other tracts, which are in no manner connected with it, except that one of them is conveyed by the same deed. It relates therefore not to their right of recovery, but to the extent of the recovery, which is matter of distinct and subsequent consideration.

They observe in the second place, that it is an invariable rule in surveying, and in the granting of lands, that where lines are declared in the instrument to run a certain course and distance, to natural and fixed boundaries, which are described and can be found, such lines shall terminate at those boundaries although the course may be found to be different, and the distance greater or less. In other words, that the boundary or fixed object, or "the call," as it is sometimes denominated, shall coutroul the course and distance.—This rule is founded on the most obvious principles of common sense, justice and convenience; it being manifest that a fixed object in the country, such as a tree,

a rock, a river, a spring, a mountain, or a battle ground, is a much more certain, obvious and permanent indication of boundary than a course depending on the compass or on conjecture, or a distance to be ascertained by measurement. The rule therefore is believed to be universal in its application; and it is more completely and properly applicable to Indian grants than to any others. As they never sell by actual measurement, and the direction of the lines is never ascertained by the compass, it follows that their courses and distances must always be conjectural, and very often erroneous. But they are well acquainted with the natural objects in their country, and describe them with great accuracy. All their lines are terminated by such objects; to which they constantly appeal, when any question about boundary arises.

Let this rule be applied to the case in question, and your memorialists apprehend that all difficulty will disappear. The natural objects described in this deed can no doubt be easily found. Let the line be drawn through them, as directed by the deed, and if it includes no land, your memorialists admit that they will be entitled to none. But their title to whatever land it may be found to include rests, as they apprehend, on the most solid foundation. They proceed to the

FIFTH OBJECTION.

That the purchase of 1775, from the Piankishaws on the Wabash, was made since the revolution, while Congress had an Agent for Indian affairs residing at Fort Pitt, who had no notice of this purchase.

This objection also is contained in the report of 1781. It is a sufficient answer to it to say, that the revolution had not taken place in October, 1775, when this purchase was made. The colonies indeed were in arms, to resist oppression, but they had not separated themselves from the mother Country, or declared a change of Government. The powers of the British Government, moreover, so far as they extended to the country where these lands lay, were in full vigour and operation at the time of this purchase, and long after; nor did they cease till the treaty of peace in 1783. Till then the British remained in the actual and legal possession of all their posts and establishments in that country; and those Indians were their allies in the war.

There is therefore no pretence for saying that the United States had any right or claim to this country in October, 1775, when the purchase in question was made, or that their Agent at Fort Pitt, if in fact there was one, had any thing to do with the affair.

SIXTH OBJECTION.

The lands comprehended in these deeds have been since ceded by the Indian tribes to the United States ; who have paid an adequate compensation for them.

This objection is set up by the Committee of 1804. It is true in part, as your memorialits have already explained in their answer to the second objection. The United States have purchased a part of these lands ; first from the Kaskaskias in 1803, and afterwards from the Piankishaws in 1805. The part thus purchased constitutes about one half of the lands sold your memorialists ; whose right to the remaining half remains, of course, unaffected by these purchases of the United States.

But upon what presence can it be said, that their right to the part subsequently purchased by the United States, is affected by those purchases ? They were not parties to the contracts. They had no notice or knowledge of them, till after they were made. They never in any manner assented to them. Their claim had been repeatedly and fully brought into the view of the Government of the United States, before those purchases were made ; and if the Government, with that notice, chose to go on, and purchase land from the Indians which those Indians had before sold, can the rights of the prior purchasers be affected by such a transaction ? This your memorialists presume will not be seriously contended for. They therefore dismiss this objection, and proceed to.

THE SEVENTH AND LAST.

That the proceeds of sales of land in the Western Country, "belonging to the United States," are appropriated towards the discharge of the public debt.

This objection is urged in the report made by a Committee of the Senate, in 1792. The fact stated in the objection, and which is its whole foundation, is true, as relates to lands *belonging to the United States*. But the lands now claimed by your memorialists, never did belong to the United States, having been sold by the legal owners before the United States were in existence, as an independent or seperate Government ; while no law forbidding such sales existed, and while the powers of the British Government, under which the United States claim, through the State of Virginia, were in as full operation as they could be in that country. This objection therefore does not affect the case of your memorialists ; who trust that they have now proved their claim, to be fair, legal and valid.—

But although they feel a perfect confidence in the legal and equitable grounds of their claim, they are ready to admit, that the measures adopted by the Government for the defence and settlement of the neighbouring country, have greately enhanced the value of this property ; and that it may be inconvenient to the public, for individuals to hold so large a body of land. They are therefore willing to compromise with the United States, on terms liberal and mutually advantageous.

With this view they take the liberty of suggesting two modes of compromise, either of which they are ready to offer, and one or the other of which they pray Congress to accept.

First that Congress shall confirm to them all that part of the land described in and convey'd to them by the deed of October the 18th, 1775, which lies east of the Wabash, and south of the tract of land called the Vincennes tract ; with permission to make all necessary arrangements with the Indians for the settlement of the country, and to sell the lands according to the plan and on the terms which may be adopted by the United States, with respect to the lands west of the Wabash ; in consideration of which confirmation they will relinquish and transfer to the United States all their claim, to the rest of the land described and conveyed by both deeds. Or secondly, that the United States shall issue to them certificates of debt, transferable and bearing interest, to the amount of what the above mentioned body of land east of the Wabash would sell for, at the price of two dollars the acre ; the interest of these certificates to be annually paid, and the principal ultimately extinguished, out of the funds to arise from such parts of the lands included in both deeds, as the United States shall first sell : in consideration of which your memorialists will relinquish and transfer to the United States all their right and title under both deeds.

This body of land, east of the Wabash, and south of the Vincennes tract, is not included in any of the purchases made by the United States from the Indians. Should the first proposition suggested by your memorialists be accepted, they would take on themselves the risk of obtaining from the Indians a recognition of the sales on which their claim is founded. Should they fail in this object, they will neither gain, nor the United States lose, by the confirmation proposed ; but every thing will remain in the present situation. If, on the other hand, the recognition should be made by the Indians, it will extend to the whole sales of 1773 and 1775, and will operate as an extinguishment of the Indian title, in a very extensive tract of country not heretofore purchased by the United States. The title of the United States to those large tracts which they purchased from the

The Indian deed describes this Land as lying 53 leagues by 40 — but by Bradleys map it is only about 53 miles by 40 — or about 1500 [illegible]

Kaskaskias and Piankishaws, in 1803 and 1805, would moreover be quieted and confirmed.

Should the second proposition be accepted, the United States will have their title in the same manner quieted and confirmed, in the lands purchased by them in 1803 and 1805, and will moreover acquire the Indian title in very large tracts, which have not yet been ceded to the Government. This Indian title which they will thus acquire, will enable them to extinguish the Indian claim in all these lands, at a very slight additional expence, and probably without any, while they would have nothing to pay to your memorialists, till it should be received from the sale of the lands themselves.

Your memorialists therefore hope that the compromise which they propose, will be deemed advantageous to the United States, and pray that it may be accepted by your honourable body; or that they may receive such other relief in the premises, as in in the wisdom and justice of Congress the merits and circumstances of their case may seem to require.

And they will ever pray and soforth.

By authority and on behalf of the *United Illinois and Wabashe Land Companies*,

ROB. G. HARPER,
SOLOMON ETTING,
BENJAMIN STODDERT. } *Agents.*

Baltimore, December 10th, 1810.

INDIAN DEED.

No. I.

TO all People to whom these Presents shall come Greeting: KNOW YE that WE Tomoroa or Gabriel, Pataguage or Michael, Maughquayah or John Baptiste Couroway, Kicounaisa, or Fish, and Tontowaraganih or Peter, sometimes called Lacloche or the Bell, Kaskaskias Chiefs. Maughquinthepe or Bears Head otherwise called the Black Dog, Meinquipaumiah Achiswewah and Eshawinikiwah Pervariahs and Cahoquias Chiefs, Chiefs and Sachems of the different tribes of the Illinois Nations of Indians, and being and effectually representing all the tribes of the said Illinois Indians send Greeting.

WHEREAS William Murray of the Illinois country, merchant, one of the grantees hereinafter named, as well for himself as on the parts and behalfs of the several other grantees herein also after named, did at several conferences publicly held with us the said Chiefs and Sachems at Kaskaskias Village, in the Illinois country aforesaid, treat and confer with us the said Chiefs and Sachems for the purchase of certain quantities or tracts of land belonging and appertaining unto us and to the several tribes or nations of Indians whom we represent. AND WHEREAS we the said Chiefs and Sachems have deliberately and maturely considered for ourselves, and consulted with the natives of our several tribes or nations, of the request and proposals made as aforesaid by the said William Murray, for himself and others, to us the said Chiefs and Sachems. AND WHEREAS we the said Chiefs and Sachems as well as the other natives of our several tribes or nations are fully satisfied and contented (for the consideration hereinafter mentioned) to grant and confirm unto the said William Murray, and to the other grantees hereinafter named, the several tracts or quantities of land hereinafter bounded and described. NOW KNOW YE THEREFORE, That we the said Chiefs and Sachems of the several tribes of the Illinois Indians aforesaid, in full and public council assembled, at Kaskaskias Village aforesaid, for and in consideration of the sum of five shillings to us in hand paid by the said William Murray, and for and in consideration of the following goods and merchandize to us the said Tomoroa, Pataguage, Maughquayah Couroway, Kicounaisa, Tontowaraganih, Maughquinthepe, Achiswewah Meinquipaumiah and Eschawinikiwah paid and delivered in full council afore-

said, That is to say, two hundred and sixty strouds, two hundred and fifty blankets; three hundred and fifty shirts, one hundred and fifty pairs of stroud and half thick stockings, one hundred and fifty stroud breech cloaths, five hundred pounds of gunpowder, four thousand pounds of lead, one groce of knives, thirty pounds of vermillion, two thousand gun-flints, two hundred pounds of brass kettles, two hundred pounds of tobacco, three dozen gilt looking-glasses, one groce gun-worms, two groce awls, one groce of fire-steels, sxteen dozen of gartering, ten thousand pounds of flour, five hundred bushels of Indian corn, twelve horses, twelve horned cattle, twenty bushels of salt, and twenty guns, the receipt whereof we do hereby acknowledge, HAVE granted, bargained, sold, aliened, released, enfeoffed, ratified, and fully confirmed, AND by these presents do grant, bargain, sell, alien, release, enfeoff, ratify, and fully confirm unto the said William Murray, Moses Franks and Jacob Franks, of the city of London, in the kingdom of Great Britain, esquires; David Franks, John Inglis, Bernard Gratz, Michael Gratz, Alexander Ross, David Sproat, and James Milligan, all of the city of Philadelphia, in the province of Pennsylvania, merchants; Moses Franks of the same city, attorney at law; Andrew Hamilton and William Hamilton of the same city, gentlemen; Edmund Milne of the same city, goldsmith and jeweller; Joseph Simons, and Levi Andrew Levi of the town of Lancaster, in the county of Lancaster, and province aforesaid, merchants; Thomas Minshall of York county, and province aforesaid, esquire; Robert Callender and William Thompson of Cumberland county, and province aforesaid, esquires; John Campbell of Pittsburg, Westmoreland county, and province aforesaid, merchant; George Castles of the Illinois country aforesaid, and James Rumsey, late of the same country, merchants, their heirs and assigns, in severalty. Or unto his most sacred majesty, George the Third, by the Grace of God, of Great Britain France and Ireland King, Defender of the Faith, and soforth, his heirs and successors, for the use, benefit, and behoof of all the said several abovementioned grantees, their heirs and assigns, in severalty as aforesaid (by which ever of these tenures the said grantees may most legally hold the same) the two several tracts or parcels of land hereinafter described and bounded, viz.

One tract or parcel of land situate, lying, and being, on the east side of the river Mississippi, beginning at the mouth of the Heron Creek, called by the French the river of Mary, being about a league below the mouth of the Kaskaskias river, thence a northward of east course, in a direct line back to the Hilly Plains, eight leagues or thereabouts, be the same more or less; thence the same course, in a direct line to the Crab Tree Plains, seventeen leagues or thereabouts, be the same more or less; thence the same course in a direct line to a remarkable place known by the name of the Big Buffaloe Hoofs, seventeen leagues or thereabouts, be the same more or less; thence the same course, in a direct line to the Salt Lick

Creek, about seven leagues, be the same more or less; then crossing the said creek, about one league below the ancient Shawanese town, in an easterly, or a little to the north of east course, in a direct line to the river Ohio, about four leagues, be the same more or less; then down the Ohio by the several courses thereof, until it empties itself in the Mississippi, about thirty-five leagues, be the same more or less; and then up the Mississippi, by the several courses thereof, to the place of beginning, thirty-three leagues or thereabouts, be the same more or less. And also one other piece or parcel of land, situate, lying, and being on the east side of the Mississippi; beginning at a place or point in a direct line opposite to the mouth of the Missouri river; thence up the Mississippi by the several courses thereof, to the mouth of the Illinois river, about six leagues, be the same more or less; and then up the Illinos river by the several courses thereof, to Chicagou or Garlick Creek, about ninety leagues or thereabouts, be the same more or less; then nearly a northerly course, in a direct line to a certain place, remarkable, being the ground on which an engagement or battle was fought about forty or fifty years ago, between the Pewaria and Renard Indians, about fifty leagues, be the same more or less; thence by the same course in a direct line to two remarkable hills close together in the middle of a large prairre or plain, about fourteen leagues, be the same more or less; thence a north of east course, in a direct line to a remarkable spring known by the Indians by the name of Foggy Spring, about fourteen leagues, be the same more or less; thence the same course, in a direct line to a great mountain to the northward of the White Buffaloe plain, about fifteen leagues, be the same more or less; thence nearly a southwest course in a direct line to the place of beginning, about forty leagues, be the same more or less. And also all minerals, ores, trees, woods, underwoods, waters, water courses, profits, commodities, advantages, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, to the said two several tracts or parcels of land belonging, or in any wise appertaining, and also the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof. And all the estate, right, title, interest, use, property, possession, claim, and demand, of them the said Tomaroa, Petaguage, Maughquayah, Couroway, Kicounaisa, Tontowaraganih, Maughquinthepe, Achiswewah, Meinquipaumiah and Eschawinikiwah, Chiefs and Sachems aforesaid, and of all and every other person and persons whatsoever, of, or belonging to, the said nations, of, into, and out of, the premises, and every part and parcel thereof, to HAVE and to HOLD the said several tracts or parcels of land, and all and singular the said granted or bargained premises, with the appurtenances, unto them the said William Murray, Moses Franks, Jacob Franks, David Franks, John Inglis, Bernard Gratz, Michael Gratz, Alexander Ross, David Sproat, James Milligan, Moses Franks, Andrew Hamilton, William Hamilton, Edmond Milne, Joseph Simon, Levi An-

drew Levi, Thomas Minshall, Robert Callender, William Thompson, John Campbell, George Castles, and James Rumsey, their heirs and assigns for ever, in severalty, or unto his said Majesty, his heirs and successors, to and for the use, benefit, and behoof, of the said grantees, their heirs and assigns for ever, in severalty as aforesaid. And the said Tomaroa, Petaguage, Maughquayah, Couroway, Kicounaisa, Tontowaraganih, Maugquinthepe, Achiswewah, *Meinquipaumiah*, and Eschawinikiwah, for themselves and for the several tribes of the Illinois nations, and all and every other nation and nations, tributaries and dependants on the said Illinois Indians, and their and every of their posterities the said several tracts of land, and premises, and every part thereof against them the said Tomaroa, Petaguage, Maughquayah, Couroway, Kicounaisa, Tontowaraganih, Maugquinthepe, Aciswewah, *Meinquipaumiah*, and Eschawinikiwah, and against the said Illinois nations, and their tributaries dependants, and all and every of their posterities, unto the said William Murray, Moses Franks, Jacob Franks, David Franks, John Inglis, Bernard Gratz, Michael Gratz, Alexander Ross, David Sproat, James Milligan, Moses Franks, Andrew Hamilton, William Hamilton, Edmond Milne, Joseph Simon, Levi Andrew Levi, Thomas Minshall, Robert Callender, William Thompson, John Campbell, George Castles, and James Rumsey, their heirs and assigns, in severalty, or unto his said Majesty, his heirs and successors, to and for the only use, benefit, and behoof, of the said grantees, their heirs and assigns, in severalty as aforesaid, shall and will warrant, and for ever defend, by these presents. In Witness Whereof, We, the said Chiefs and Sachems in behalf of ourselves respectively and in behalf of all the different tribes of the Illinois Indians as aforesaid, have hereunto set our hands and seals in the presence of the persons subscribing as witnesses hereunto, at a public council held at Kaskaskias village aforesaid, this fifth day of July, in the thirteenth year of his Majesty's reign, and in the year of our Lord one thousand seven hundred and seventy-three.

being baptized

Tomaroa, or Gabriel, a Chief of L. S. the Kaskaskias.

his mark, the cross.

being baptized

Petaguage, or Michael, a Chief of L. S. the Kaskaskias.

his mark, the cross.

being baptized

Maughquayah, or John Baptist, a Chief of L. S. the Kaskaskias.

his mark, the cross.

his mark

Couroway, a chief of L. S. the Kaskaskias.

his mark

Kicounaisa, or Fish, a chief of a fish. L. S. the Kaskaskias.

being baptized

Tontowaraganih, or Peter, a chief of L. S. the Kaskaskias.

his mark, the cross.

his mark

Maugquinthepe, or black dog, a chief of L. S. the Pewariahs.

a bear's head.

his mark

Achiswewah, a chief of L. S. the Pewariahs.

a bear's head.

his mark

Eschawinikiwah, a chief of L. S. the Pewariahs.

a hand and target.

his mark

Meinquipaumiah, a chief of L. S. the Cahoquias.

a leg and thigh.

SEALED AND DELIVERED

In the presence of us.—The word [Thousand] in the twenty-eighth line of the first page, being first wrote upon an erasure. The word [course] in the fifteenth line, and the word [Murray] in the twenty-eighth line of the second page being first interlined. And also [Meinquipaumiah] the last subscribing chief of the Cahoquias his name was first interlined in two places in the first page, and the same chief's name was also interlined in three places in the second page of these Presents, before signing.

SEALED AND DELIVERED in the presence of us. All the foregoing interlineations, erasure and writing on an erasure being first made, the considerations in the above written Deed Poll, being also delivered in our presence to the said chiefs, the said Deed translated or explained by Richard Winston in French to Michael Dane an inhabitant of the said village of Kaskaskias, and to Piero Blait, Indian interpreter for the crown, who explained and interpreted the same to the said Indian chiefs in council: The said Michael Dane, and Piero Blait, interpreters, cannot write their names.

Viviert, Captaine de Militee, Datchserut.
Patt. Kennedy, J. Merier,
Matthew Kennedy,
J. Morris, Lapier,
Wm. Connell, Page,
Rich. Winston, French Interpreter. } Lachenay.

Kaskaskias, Illinois Country, ss.

PERSONALLY appeared before me, Richard Winston and Michael Dannee, of the country aforesaid, inhabitants, and Piero Bloit, Indian interpreter of his Majesty at this place, who being solemnly sworn upon the holy Evangelists, do depose and say as follows, viz. The said Richard Winston deposeth and sayeth that he acted as French interpreter, during the negotiation of the purchase of the lands in the foregoing Deed Poll bounded and described, that he, the said Richard Wiston, did, to the best of his knowledge and understanding, faithfully interpret and explain in the French language to the said Michael Dannee and Piero Bloit, the purport or tenor of the aforesaid Deed Poll, the considerations therein expressed, the boundaries of the lands thereby bargained and sold to the grantees therein named, and was a subscribing witness to the executing the same Deed, as well as present at the delivery of the consideration in the said Deed mentioned. The said Michael Dannee and Piero Bloit depose and say, that they both acted as Indian interpreters in the said transaction, that they to the best of their knowledge and understanding, did faithfully interpret and explain to the several chiefs whose marks are affixed to the foregoing Deed or Grant, the purport of the same as it was interpreted or explained to the deponents in the French language, by the said Richard Winston, that the said Michael Dannee and Piero Bloit were present at the exe-

cuting the aforesaid Deed or Grant. But that they cannot write their names.

RICHARD WINSTON,

Hugh Lord, Capt.
18th Regt. Com.
Illinois country.

his
MICHAEL DANNEE,
mark.

his
PIERO BLOIT,
mark.

Fort George, 20*th July*, 1773.

En Registré au Livré v. en mon Etude aux Kaskaskias, Page 21, 22, 23, 24, 25, 26, 27, 28 et 29. Deuxieme Septembre, 1773.

VIEERAULT LEMERANCE,
Nre. Public.

INDIAN DEED.

No. II.

TO all People to whom these Presents shall come. KNOW YE that WE Tabac or Tobacco, Mantour La Grand Couett, Ouaouaijao Tabac junior, La Mouche noire or the Black Fly, Le Maringouin or Musquitto, Le Petit Castor or Little Beaver, Kiesquibichias, Grelot senior and Grelot junior, Chiefs and Sachems of the several tribes of the Piankishaw nation of Indians, and being and effectually representing all the several tribes of the Piankishaw Indians, send Greeting. WHEREAS Lewis Viviat of the Illinois Country, merchant, one of the grantees hereinafter named, as well for himself as on the parts and behalfs of the several other grantees herein also afternamed, DID at several conferences publicly held with us the said Chiefs and Sachems, at the towns and villages of Post Saint Vincent and Vermillion, treat and confer for the purchase of certain tracts of land belonging and appertaining unto us and to the several tribes of our nation whom we represent. AND WHEREAS we the said Chiefs and Sachems have deliberately and maturely considered for ourselves and our posterities, and consulted with the other natives of our several tribes, respecting the proposals made as aforesaid to us the said Chiefs and Sachems, by the said Louis Viviat on behalf of himself and others. AND WHEREAS we the said Chiefs and Sachems, as well as all the other natives of the several tribes of our nation are fully satisfied and contented for the consideration hereinafter mentioned, to grant and confirm unto the said Louis Viviat and to the other grantees hereinafter mentioned, the several quantities or tracts of land hereinafter bounded and described. NOW KNOW YE THEREFORE that we the said Chiefs and Sachems of the Piankishaw nation aforesaid, in full and public council assembled, at the town or village of Post Saint Vincent aforesaid, for and in consideration of the sum of five shillings to us in hand paid by the said Louis Viviat, and for and in consideration of the following goods and merchandize to us the said Tabac or Tobacco, Montour, La Grand Couett, Ouaouaijao, Tabac Junior, La Mouche Noire or the Black Fly, Le Maringouin or Musquitto, Le Petit Castor or Little Beaver, Kiesquibichias Grelot Seinor, and Grelot Junior, for the use of the several tribes of our nations, well and truly delivered in full council aforesaid, That is to say, four hundred blankets, twenty-two pieces of strouds, two hundred and fifty shirts, twelve grocc of star gartering, one hundred and twenty pieces of ribbon, twenty-four pounds of Vermillion, eighteen pairs

velvet laced housings, one piece of malton, fifty two fussees, thirty five dozen large buck horn knives, forty dozen cutteaux knives, five hundred pound of brass kettles, ten thousand gun-flints, six hundred pounds of gunpowder, two thousand pounds of lead, four hundred pounds of Tobacco, forty bushels of salt, three thousand pounds of flower, three horses. ALSO the following quantities of silver ware, viz. Eleven very large armbands, forty wristbands, six whole moons, six half-moons, nine earwheels, forty six large crosses, twenty nine hairpipes, sixty pairs of earbobs, twenty dozen small crosses, twenty dozen nose-crosses, and one hundred and ten dozen broches, the receipt whereof we do hereby acknowledge. HAVE granted, bargained, sold, aliended, released, enfeoffed, ratified, and fully confirmed, and by these presents DO grant, bargain, sell, alien, release, enfeoff, ratify and fully confirm unto the said Louis Viviat, the right honourable John earl of Dunmore, governor of the colony and dominion of Virginia, the honorable John Murray, son of the said earl, Moses Franks and Jacob Franks of the city of London, in the kingdom of Great Britain, Esqs. Thomas Johnston, Jr. Esq. attorney at law, and John Davidson, merchant, both of the city of Annapolis, in the province of Maryland, William Russell, Esq. Mathew Ridley, Robert Christie, senior, and Robert Christie, Jr. of Baltimore Town, in the said province of Maryland, merchants, Peter Campbell, of Piscataway, in Maryland, merchant, William Geddes, of Newtown Chester, in Maryland, Esquire, collector of his Majesty's customs, David Franks, merchant, and Moses Franks, attorney at law, both of the city of Philadelphia, in the province of Pennsylvania, William Murray, and Daniel Murray, of the Illinois Country, merchants, Nicholas St. Martin and Joseph Page, of the same place, gentlemen, Francis Perthuis, late of Quebec city, in Canada, but now of Post St. Vincent, aforesaid, gentlemen, their heirs and assigns, equally to be devided, OR to his most sacred majesty George the Third, by the grace of God, of Great Britain, France and Ireland King, Defender of the Faith, and so forth, his heirs and successors, for the use benefit and behoof of all the said several above named grantees, their heirs and assigns, in severalty, as aforesaid (by whichever of these tenures they may most legally hold the same.) The two several tracts or parcels of land hereinafter bounded and described, viz. One tract or parcel of land situate lying and being on both sides the Ouabache River, BEGINNING at the mouth of a rivulet called Riviere du Chate or Cat River where it empties itself into the Oubache River aforesaid, being about fifty two leagues distant from and above Post St. Vincent aforesaid, thence down the Ouabache, by the several courses thereof to a place called Point Coupee (about twelve leagues above Post St. Vincent) being forty leagues or thereabouts in length on the said River Ouabache from the place of beginning, with forty leagues in width or breadth on the east side, and thirty leagues in breadth or width on the west side of the Ouabache River aforesaid, to be continued along from the place of beginning to Point Coupee aforesaid. AND also

one other tract or parcel of land situated lying and being on both sides of the Ouabache River aforesaid, beginning from the mouth of White River where it empties itself into the Ouabache River, (about twelve leagues below Post St. Vincent) thence down the Ouabache River by the several courses thereof until it empties itself into the Ohio River, being from said White River to the Ohio, fifty three leagues in length or thereabouts, be the same more or less, with forty leagues in width or breadth on the east side, and thirty leagues in width or breadth on the west side of the Ouabache River aforesaid, to be continued along form White River aforesaid to the Ohio River aforesaid [The intermediate space of twenty four leagues or thereabouts, between Point Coupee and the mouth of the White River aforesaid, being reserved for the use of the inhabitants of Post St. Vincent aforesaid, with the same width or breadth on both sides of the Ouabache River as is hereby granted in the two other several tracts of land above bounded and described.] The aforesaid two several tracts of land hereby bargained and sold, from the first place of beginning, to the Ohio River, consisting together of ninety three leagues in length on the Ouabache River, and on both sides thereof inclusive, seventy leagues in width or breadth, and that during its whole course as aforementioned, exclusive of and besides the reservations of twenty four leagues in length and seventy leagues in width or breadth for the inhabitants of Post St. Vincents reserved as aforesaid. And the said Chiefs and Sachems for themselves and for the several other natives of their nation whom they fully and affectually represent, and their and every of their posterities Do hereby guarantee, engage, promise, covenant and agree to and with the several abovenamed grantees, their heirs and assigns, and every of them, that they the said several abovenamed grantees, their heirs and assigns, and every of them, shall and may at all times for ever hereafter, have and enjoy the full, free, and undisturbed navigation of the said Ouabache River, from its confluence with the Ohio, to its source; as well as of all the other several rivers running through the lands hereby bargained and sold, any thing herein contained to the contrary, or supposed to be in anywise, notwithstanding. And also all minerals, ores, trees, woods, waters, water-courses, profits, commodities, advantages, rights, liberties, privileges, hereditaments, and appurtenances whatsoever to the said two several tracts of land belonging or in anywise appertaining. And also the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcle thereof. And all the estate, right, title, interest, use, property, possession, claim and demand of them the said Tabac or Tobacco, &c. Chiefs and Sachems aforesaid, and of all and every other person or persons whatsoever of or belonging to the said Piankashaw Nation of Indians of into and out of the premises and every part and parcle thereof To have and To hold the said two several tracts or parcels of land, and all and singular the said granted

and bargained premises with the appurtenances, unto the said Louis Viviat, &c. their heirs and assigns for ever in severalty, or unto his said majesty his heirs and successors, to and for the only use, benefit, and behoof of the said grantees their heirs and assigns for ever as aforesaid.

And the said Tabac or Tobacco, &c. for themselves, and for all the several tribes of their nation, and all and every other nation or nations, tributaries and dependants on the said Piankashaw Indians, and their and every of their posterities, the said several tracts of land and premises and every part and parcel thereof, against them the said several above naned Chiefs and Sachems, and the said Piankashaw Indians, and their tributaries and dependants, and all and every of their posterities, unto all the severally abovenamed grantees, their heirs and assigns in severalty, or unto his said majesty, his heirs and successors, to and for the only use, benefit, and behoof of the said grantees, tneir heirs and assigns, in severalty as aforesaid, shall and will warrant, and for ever defend, by these presents. In Witness whereof, we the said Chiefs and Sachems, on behalf of ourselves respetively, and on behalf of all the other natives of the several tribes of the Piankashaw nation of Indians as aforesaid, have hereunto set our hands and seals, in the presence of the persons subscribing as witnessess hereunto, at a public council held at Post St. Vincent aforesaid, this eighteenth day of October, in the year of our Lord one thousand seven hundred and seventy five.

Tabac, or Tobacco, a chief, (Seal)
Montour, a chief, (Seal)
La Grand Couette, a chief, (Seal)
Ouaouaijao, a chief, (Seal)
Tabac Junior, a chief, (Seal)
La Mouche Noire, a chief, (Seal)

his remark

Maringoin, or Musquitto, a chief, (Seal)

a musquitto

his mark

Le Petit Castor, or little Beaver, a chief (Seal)
Kiesquibichias, a chief, (Seal)
Grelot Senior, a chief, (Seal)
Grelot Junior, a chief, (Seal)
Le fil du Cotenier, chef,

Sealed and Delivered in the presence of us, the consideration in the said Deed Poll specified, being also delivered in our presence to the said chiefs.

HULARDAU,
TEMOINT,

MARIE 1 m,
J. M. LEGRACE,

marque dike

DEROUTE,
St. MARTAIN,
TERMOING,
CARROIS,
PERTHUIS,

Fs. BOSSEROR,
BOFFERON,
TEMOINT,
L. AULLON,
MILIET,

Registered in my office at Kaskaskias village in the Illinois country, in book v, pages 55, 56, 57, 58, 59, 60, 61, 62, 63, 64. Witness my hand this fifth day of December, Anno Domini 1775.

LOUIS BOMER,
Nre. Public.

Post St. Vincent, ss.

BEFORE me St. Marie, commandant of Post St. Vincent aforesaid, personally appeared Panas Godert, and Vaudery, inhabitants of the same place, who being duly sworn, do depose and say, that they acted as Indian interpreters during the several conferences held at the towns Post St. Vincent and Vermillion, by Lewis Viviat on behalf of himself and others, with the chiefs and sachems of the several tribes of the Piankashaw Indians, relative to the purchase of the lands in the within written Deed Poll bounded and described, That the deponents did truly and faithfully interpret between the said Lewis Viviat and the chiefs and Sachems aforesaid, in all the negotiation, That they the said deponents did to the best of their knowledge and understanding, faithfully and truly interpret and explain to the said chiefs and Sachems whose marks are affixed to the within written Deed Poll, the purport or tenor of the same, the consideration therein expressed, the boundaries of the lands thereby bargained and sold to the grantees therein named—And were also present at the delivery of the several considerations in the said deed specified, as well as at the executing the Deed by the several chiefs and sachems who have affixed their marks thereto. Witness my hand and seal this nineteenth day of October, in the year of our Lord one thousand seven hundred and seventy five.

GILLIENT Ste. MARY, Seal.
Notaire.

SENE CODERE,
Interpreté.
Marque de I. B. VAUDERY,
Interpreté.

Deacidified using the Bookkeeper process.
Neutralizing agent: Magnesium Oxide
Treatment Date: Dec. 2004

Preservation Technologies
A WORLD LEADER IN PAPER PRESERVATION
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Cranberry Township, PA 16066
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